

# Appendix A: Solicitations

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# Appendix A: **Solicitations**

## SECTION 1 GENERAL

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### **A.1.1 Applicability**

This appendix establishes requirements for solicitations of proposals for supplies and services, including construction, except (a) solicitations using simplified procedures (see 4.3) and (b) solicitations for supplies or services requiring provisions prescribed elsewhere in this manual or in handbooks or directives implementing or supplementing this manual (see 1.1.1.b).

### **A.1.2 Numbering of Provisions**

*Procurement Manual* solicitation provisions are numbered with a Procurement Manual chapter or appendix prescribing their use. Thus, Provision 7-1, *Proposal Guarantee*, is prescribed in chapter 7, and Provision A-10, *Discounts*, is prescribed in this appendix. In parentheses to the right of the provision title is a reference to the chapter (or appendix), section, and part where the provision is prescribed. Other solicitation provisions are numbered or identified as set forth in the relevant handbook.

### **A.1.3 Solicitations for Information or Planning Purposes**

It is the policy of the Postal Service to solicit proposals only when there is a definite intention to award a contract; however, in some cases solicitations for information or planning purposes may be justified. Solicitations may be issued for information or planning purposes only with prior approval of an individual at a level higher than the contracting officer. In such cases, the solicitation must contain Provision A-18, *Solicitation for Information or Planning Purposes*, and a notice on the cover sheet as provided in A.2.3.b.3.

## SECTION 2 PREPARATION

### A.2.1 Format

Solicitations must be in the following order:

<u>Section</u>	<u>Description</u>
<b><u>Part 1 – Schedule</u></b>	
A	Items and Prices
B	Specifications or Statement of Work
C	Delivery or Performance
D	Packaging and Marking
E	Inspection and Acceptance
F	Payment and Funding
G	Special Clauses
<b><u>Part 2 – Clauses and Attachments</u></b>	
H	General Clauses
I	List of Attachments
<b><u>Part 3 – Solicitation Provisions</u></b>	
J	Instructions to Offerors
K	Solicitation Notices and Provisions
L	Representations and Certifications
M	Evaluation and Award Factors

### A.2.2 Contents

- a. *Section A, Items and Prices.* Include brief descriptions of the supplies or services (item number, stock number or part number if applicable, verbal description, and quantities). Include incidental deliverables such as manuals and reports.
- b. *Section B, Specifications or Statement of Work.* Include, or attach and incorporate by reference, any specifications, drawings, statement of work, or description of supplies or services needed in addition to the description in section A.
- c. *Section C, Delivery or Performance.* Specify the time, place, and method of delivery or performance. Solicitations specifying shipment f.o.b. origin must state that proposals will be evaluated on the basis of the proposed price plus transportation costs from point of origin to one or more designated destinations.
- d. *Section D, Packaging and Marking.* Provide packaging, packing, preservation, and marking requirements, if any.
- e. *Section E, Inspection and Acceptance.* Include inspection, acceptance, quality assurance, and reliability requirements.

- f. *Section F, Payment and Funding.* Include invoicing instructions, payment procedures, and any funding limitations. When supplies are to be delivered to multiple destinations, include a requirement that the contractor submit a separate invoice for each destination and shipment.
- g. *Section G, Special Clauses.* Include any contract clauses not included in section H.
- h. *Section H, General Clauses.* See appendix B.
- i. *Section I, List of Attachments.* List the title and number of pages of each document, exhibit, or other attachment.
- j. *Section J, Instructions to Offerors.* Include all information and instructions not included elsewhere to guide offerors in preparing proposals. Examples include:
  - (1) Provision 5-1, *Type of Contract* (see 5.1.2);
  - (2) Any requirement to submit proposals in separate parts, such as separate technical and cost or price proposals;
  - (3) Permission, if any, to submit alternate proposals, including different materials, designs, or approaches;
  - (4) Any requirement to demonstrate special technical qualifications because of the complexity of the supplies being purchased or for some other reason; and
  - (5) Directions for obtaining copies of any documents, such as plans, drawings, and specifications, that have been incorporated by reference.
- k. *Section K, Solicitation Notices and Provisions.* See A.2.3 and A.2.4.
- l. *Section L, Representations and Certifications.* See A.2.3 and A.2.4.
- m. *Section M, Evaluation and Award Factors.* Identify all evaluation factors, including price or cost, and any significant subfactors that will be considered in making award (see 2.1.7.c). State the relative importance of the evaluation factors and subfactors, and their relation to price or cost. Numerical weights or scoring systems, which may be used to rank proposals, need not be disclosed in solicitations. Describe any minimum requirements that may apply to particular evaluation factors or subfactors. Identify any Postal Service costs or charges other than proposed prices to be considered in the evaluation of proposals.

### **A.2.3 Solicitation Notices and Provisions**

- a. The following provisions must be included in section K of all solicitations:
  - (1) Provision A-1, *Preparation of Proposals*
  - (2) Provision A-2, *Submission of Proposals*
  - (3) Provision A-3, *Modification or Withdrawal of Proposals*
  - (4) Provision A-4, *Late Submissions and Modifications of Proposals*
  - (5) Provision A-5, *Acknowledgment of Solicitation Amendments*
  - (6) Provision A-6, *Explanation to Prospective Offerors*
  - (7) Provision A-7, *Restriction on Disclosure and Use of Data*
  - (8) Provision A-8, *Contract Award*
  - (9) Provision A-9, *Award Without Discussions*
  - (10) Provision A-10, *Discounts*

- (11) Provision A-11, *(Reserved)*
- (12) Provision A-12, *Postal-Furnished Property or Services*
- (13) Provision A-13, *Labor Information*
- (14) Provision A-14, *Failure to Submit Proposal*
- (15) Provision A-15, *Protests*

b. The following provisions must be included as applicable:

- (1) If multiple awards are contemplated, and the contracting officer determines that it is advantageous to do so, he or she should include Provision A-16, *Evaluation of Proposals for Multiple Awards*. If Provision A-16 is included, and if circumstances warrant the use of an administrative cost factor greater than \$500, the contracting officer must justify the higher cost factor in the solicitation file.
- (2) If telegraphic proposals are authorized (see 4.1.2.c), include Provision A-17, *Telegraphic Proposals*.
- (3) If the solicitation is for information or planning purposes (see A.1.3), include Provision A-18, *Solicitation for Information or Planning Purposes*, and insert in Block 11 on Form 7333: "This solicitation is for information and planning purposes. See notice in section K."
- (4) When price and price-related factors will be the only criteria for evaluation and award, and there is reasonable certainty that award will be made without discussions, the solicitation may include Provision A-19, *Notice of Intent to Award Without Discussions*.
- (5) When commercial supplies or services are being purchased, and warranties are customary in the trade (see 2.2.4.h), include Provision 2-1, *Warranty Information*.
- (6) When the Postal Service requires or desires delivery by a certain date or by a date based on the date of the contract (see 2.2.5.d), include Provision 2-2, *Time of Delivery*.
- (7) When the contract will have an option clause (see 2.2.8.g), include Provision 2-3, *Evaluation of Options*.
- (8) If a brand-name-or-equal product description is used (see 2.3.2.c), include Provision 2-4, *Brand Name or Equal*, and after each item so described, insert the following in Section A for completion by offerors: "Proposing Manufacturer's Brand Name, Model, or Catalog No."
- (9) When a proposal guarantee is required (see 7.1.2), include Provision 7-1, *Proposal Guarantee*.
- (10) When a performance bond is required (see 7.1.3), include Provision 7-2, *Performance Bond Requirements*.
- (11) When a payment bond is required (see 7.1.4), include Provision 7-3, *Payment Bond Requirements*.
- (12) When a fidelity bond will be required (see 7.1.6), include Provision 7-4, *Fidelity Bond Requirements*.
- (13) When a solicitation requires the furnishing of bonds, other than payment bonds for construction (see 7.1.10.d.5), include Provision 7-5, *Deposit of Assets Requirements*.

- (14) When the contract will be for commercial ADP hardware or software and will require a systems test using Postal Service test data (see 8.3.3.a), include Provision 8-1, *Demonstrability*.
- (15) When the contract will be for commercial ADP hardware or software and will require a functional demonstration of one or more products (see 8.3.3.b), include Provision 8-2, *Functional Demonstration*.
- (16) When the solicitation is for research, experimental, developmental, or engineering work and for initial production of products or equipment to be developed (see 9.2.1.c.2), or when delivery of data is required (see 9.3.4.c.2), include Provision 9-1, *Alternate Intellectual Property Rights Proposals*.
- (17) When data are needed to obtain future competition in purchasing repair parts (see 9.3.2.h), include Provision 9-3, *Use of Limited Rights Data for Procurement of Repair Parts*.
- (18) When patent royalties or license fees may be paid by the contractor under other than a firm-fixed-price contract (see 9.3.9), include Provision 9-4, *Royalty Report*.
- (19) If the contract will require an equal opportunity affirmative action program (see 10.2.7.d), include Provision 10-6, *Notice of Requirement for Equal Opportunity Affirmative Action* as provided in 10.2.7.i.
- (20) If the contract will be \$1 million or more and not exempt from the equal opportunity requirements of Executive Order 11246 (see 10.2.7), include Provision 10-5, *Preaward Equal Opportunity Compliance Review*.

## A.2.4 Representations and Certifications

- a. The following provisions must be included in Section L of all solicitations:
  - (1) Provision A-20, *Type of Business Organization*.
  - (2) Provision A-21, *Parent Company and Taxpayer Identification Number*.
  - (3) Provision A-22, *Authorized Negotiators*.
  - (4) Provision A-23, *Place of Performance*.
  - (5) Provision 1-1, *Certification of Independent Price Determination* (see 1.8.1).
  - (6) Provision 1-2, *Contingent Fee Representation* (see 1.9.2).
- b. The following provisions must be included in Section L as applicable:
  - (1) When there is a possibility that offerors will propose to deliver technical data or computer software with restrictions on use or disclosure (see 9.3.4.a.1), include Provision 9-2, *Representation of Rights in Data*.
  - (2) Unless the contract will be exempt from the Walsh-Healey Public Contracts Act (see 10.2.5.b), include Provision 10-2, *Regular Dealer/Manufacturer Representation*.
  - (3) Unless the contract will be exempt from the equal opportunity requirements of Executive Order 11246 (see 10.2.7), include Provision 10-3, *Certification of Nonsegregated Facilities*. When proposals of \$50,000 or more are anticipated from offerors having 50 or more employees, include Provision 10-4, *Equal Opportunity Affirmative Action Program*.
  - (4) If the contract will be for supplies, or for services that involve the furnishing of supplies (see 10.3.2), include Provision 10-7, *Buy American Certificate — Supplies*.

- (5) If the contract will be for construction, (see 10.3.3), include Provision 10-8, *Buy American Certificate — Construction Materials*.
- (6) If the contract will be subject to the Clean Air Act and Clean Water Act (see 10.4), include Provision 10-9, *Clean Air and Water Certification*.

## SECTION 3 SOLICITATION MAILING LISTS

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### A.3.1 Establishing Lists

Solicitation mailing lists must be established by purchasing activities to ensure access to adequate sources of supplies and services, except when the requirements of the purchasing activity can be obtained within the local trade area through simplified purchase procedures (see 4.3), or are nonrecurring. Only eligible and qualified concerns that have submitted mailing list applications, or that the activity considers capable of meeting requirements of a particular purchase, should be placed on the appropriate mailing list. For follow-on contracts, the incumbent contractor must be included on the list.

### A.3.2 Removing Names from Lists

- a. The name of each concern failing to respond to a solicitation or presolicitation notice (see A.3.3.c) may be removed from the mailing list for the item involved without notice to the concern. When a concern fails to respond to two consecutive solicitations or presolicitation notices, its name must be removed from the mailing list except that, in individual cases, concerns thus failing to respond may be retained on a mailing list if retention is in the Postal Service's interest. Both actual proposals and written requests for retention on the mailing list are responses to solicitations.
- b. Concerns that fail to respond to five consecutive solicitations or presolicitation notices must be removed from the mailing list, notwithstanding any request for retention on the list.
- c. The names of concerns that have been debarred, suspended, or otherwise determined to be ineligible to receive award of a Postal Service contract, must be removed from the mailing lists to the extent required by such debarment, suspension, or determination of ineligibility (see 3.3.2).
- d. Concerns that have been removed from mailing lists may be reinstated by filing a new application. No concern that is debarred, suspended, or ineligible may be reinstated during the period of debarment, suspension, or ineligibility.

### A.3.3 Use of Mailing Lists

- a. Mailing lists should be used in a way that will promote competition commensurate with the dollar value of the purchase to be made. As much of the mailing list should be used as appropriate to obtain adequate competition. When the number

of concerns on a mailing list is excessive in relation to a specific purchase, the list may be reduced by any equitable method including those described in paragraphs b and c below. The fact that less than an entire mailing list is used may not in itself preclude furnishing the solicitation to others upon request or consideration of proposals received from offerors not solicited.

- b. Mailing lists may be rotated if there is a large number of qualified offerors. Consideration also should be given as to whether time permits use of a presolicitation notice. When the rotation method is employed, the successful offeror on the previous purchase of the same or similar items and those prospective offerors that have been added to the mailing list since the last purchase are solicited, in addition to those offerors comprising that segment of the list selected for use in a particular purchase.
- c. In lieu of initially forwarding complete solicitation sets, the purchasing activity may send presolicitation notices to concerns on the mailing list. The notice must:
  - (1) Specify the date by which prospective offerors should return the notice in order to receive a complete solicitation set;
  - (2) Describe the requirement so as to furnish a complete item description and a condensation of other essential information to provide concerns with an intelligible basis for judging whether they have an interest in the solicitation; and
  - (3) Expressly notify concerns that if no proposal is to be submitted they should advise the issuing office in writing if future solicitations are desired for the type of supplies or services involved.
- d. Drawings, plans, and specifications normally will not be furnished with the presolicitation notice. The return date of the notice must be sufficiently in advance of the mailing date of the solicitation to permit an accurate estimate of the number of solicitation sets required. Solicitation sets will be sent to those that request them.

### A.3.4 Release of Mailing Lists

- a. Solicitation mailing lists, except those used for a specific procurement, must be made available to the public in accordance with 1.7.4 and subchapter 350 of the *Administrative Support Manual*. However, except as provided in 4.2.2.k.4 and paragraph b below, the actual solicitation mailing list used for a specific procurement may not be released to the public prior to award. When it is necessary to dispatch identical information by means of electrical transmission to prospective offerors, the electrically transmitted message, when released for communications handling, must be marked "Book Message — Transmit a Single Address Message" to prevent prospective offerors from learning the names of others solicited.
- b. When solicitations for construction contracts have been issued, trade journals, prospective subcontractors, materials suppliers, and others having a bona fide interest in such information, may upon request be given a list of all prospective offerors furnished copies of the plans and specifications.

## SECTION 4 SOLICITATION PROVISIONS

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### **Provision A-1 Preparation of Proposals (October 1987)** (A.2.3)

- a. Offerors are expected to examine the drawings, specifications, and all provisions and instructions. Failure to do so will be at the offeror's risk.
- b. Each offeror must furnish the information required by the solicitation. The offeror must sign the proposal and print or type its name on the proposal and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the proposal.
- c. For each item included in the proposal, the offeror must:
  - (1) Show the unit price/cost, including, unless otherwise specified, packaging, packing, and preservation; and
  - (2) Enter the extended price/cost for the total quantity of the item.
- d. In case of discrepancy between a unit price/cost and an extended price/cost, the unit price/cost will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.
- e. Proposals for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- f. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.
- g. Time, if stated as a number of days, will include Saturdays, Sundays, and federal holidays.
- h. If the proposal exceeds \$100,000, the offeror must either include a copy of its current financial statements (most recent balance sheet and profit and loss statement, updated) or, alternatively, be prepared to submit such data immediately upon request. Submitted data must be certified by a company officer as to accuracy and veracity.

### **Provision A-2 Submission of Proposals (October 1987)** (A.2.3)

- a. Proposals and proposal modifications must be submitted in sealed envelopes or packages:

- (1) Addressed to the office specified in the solicitation; and
  - (2) Showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- b. Telegraphic proposals will not be considered unless authorized by the solicitation. However, proposals may be modified by telegraphic notice (including Mailgram) if that notice is received by the time specified for receipt of proposals.

**Provision A-3 Modification or Withdrawal of Proposals (October 1987) (A.2.3)**

- a. Proposals may be modified by written notice or telegram (including Mailgram) received before the time specified for receipt of proposals.
- b. Proposals may be withdrawn by written notice or telegram (including Mailgram) received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

**Provision A-4 Late Submissions and Modifications of Proposals (October 1987) (A.2.3)**

Any proposal or modification of a proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and:

- a. It is the only proposal received; or
- b. Consideration of the proposal is determined by the contracting officer to be in the Postal Service's interest.

**Provision A-5 Acknowledgment of Solicitation Amendments (October 1987) (A.2.3)**

- a. Offerors must acknowledge receipt of any amendment to this solicitation:
  - (1) By signing and returning the amendment;
  - (2) By identifying the amendment number and date in the space provided for this purpose on the solicitation form; or
  - (3) By letter or telegram.
- b. Acknowledgments of amendments are subject to the *Late Submissions and Modifications of Proposals* provision of the solicitation. Proposals lacking acknowledgment of an amendment affecting price, quantity, quality, or delivery may be disregarded.

**Provision A-6 Explanation to Prospective Offerors (October 1987) (A.2.3)**

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, or specifications must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their proposals. Oral explanations or instructions will not be binding. Any

information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

**Provision A-7 Restriction on Disclosure and Use of Data (June 1988)** (A.2.3)

Offerors that include in their proposals data they do not want used or disclosed by the Postal Service for any purpose other than proposal evaluation may take the following steps:

- a. "This proposal includes data that may not be duplicated, used, or disclosed outside the Postal Service — in whole or in part — for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of — or in connection with — the submission of such data, the Postal Service will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Postal Service's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*Offeror insert numbers or other identification of sheets*)."
- b. Mark each sheet of data they wish to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

**Provision A-8 Contract Award (February 1992)** (A.2.3)

- a. The Postal Service will award a contract resulting from this solicitation to the responsible offeror whose proposal conforming to the solicitation offers the best value to the Postal Service, considering price, price-related factors and other evaluation factors specified elsewhere in this solicitation.
- b. The Postal Service may reject any or all proposals, and may waive informalities and minor irregularities in proposals received.
- c. The Postal Service may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the solicitation, proposals may be submitted for quantities less than those specified. The Postal Service reserves the right to make an award on any item for a quantity less than the quantity contained in a proposal, at the unit cost or prices proposed, unless the offeror specifies otherwise in its proposal.
- d. A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the proposal will result in a binding contract without further action by either party. Before the proposal's specified expiration time, the Postal Service may accept a proposal (or part of a proposal as provided in paragraph c above), whether or not there are discussions or negotiations after its receipt, unless a written notice of withdrawal is received before award. Discussions or negotiations conducted after receipt of a proposal do not constitute a rejection of counteroffer by the Postal Service.
- e. Neither financial data submitted with a proposal, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost

or pricing data, the contract price will be subject to reduction if cost or pricing data furnished are incomplete, inaccurate, or not current.

**Provision A-9 Award Without Discussion (October 1987)** (A.2.3)

The Postal Service may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the offeror's best terms from a cost or price and technical standpoint.

**Provision A-10 Discounts (October 1987)** (A.2.3)

- a. Even though a space is provided for entering a prompt payment discount, such discounts will not be considered in evaluating proposals for award. However, any prompt payment discount offered by a successful offeror will form a part of the contract, and will be taken by the Postal Service if payment is made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery and acceptance are at point of origin; or from the date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points; or from the date when a correct invoice or voucher is received in the office specified by the Postal Service, if the latter date is later than date of delivery. Payment is deemed to be made, for the purpose of earning the discount, when the Postal Service mails the check.

**Provision A-11 (Reserved)** (A.2.3)

**Provision A-12 Postal-Furnished Property or Services (October 1987)** (A.2.3)

No property or services will be furnished by the Postal Service unless specifically provided for in the solicitation.

**Provision A-13 Labor Information (October 1987)** (A.2.3)

General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35–45), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), and the Service Contract Act of 1965 (41 U.S.C. 351 et seq.) may be obtained from the

DEPARTMENT OF LABOR  
200 CONSTITUTION AVENUE NW  
WASHINGTON DC 20210-0999

or from any regional office of that agency.

**Provision A-14 Failure to Submit Proposal (October 1987)** (A.2.3)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the

recipient's name may be removed from the applicable mailing list. Failure to submit a proposal in response to five consecutive solicitations for the same or similar requirements will result in removal from the mailing list, notwithstanding any written request for receipt of future solicitations; a new solicitation mailing list application must be filed to obtain reinstatement.

**Provision A-15 Protests (October 1987)** (A.2.3)

Protest will be considered only if submitted in accordance with the time limits and procedures provided in chapter 4 of the USPS *Procurement Manual*. A copy of the protest procedures may be obtained from the office issuing the solicitation.

**Provision A-16 Evaluation of Proposals for Multiple Awards (July 1995)** (A.2.3)

In addition to other factors, proposals will be evaluated on the basis of advantages and disadvantages to the Postal Service that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating proposals, that \$500 is the administrative cost to the Postal Service for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Postal Service, including the assumed administrative costs.

**Provision A-17 Telegraphic Proposals (October 1987)** (A.2.3)

- a. Offerors may submit telegraphic responses to this solicitation. These responses must be received by the time specified for receipt of proposals.
- b. Telegraphic responses must refer to this solicitation and include the items or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required by this solicitation, and a statement specifying the extent of agreement with all the terms, conditions, and provisions of the solicitation.
- c. Offerors must promptly sign and submit complete copies of their proposals in confirmation of their telegraphic responses.
- d. The term "telegraphic responses," as used in the provision, includes Mailgrams.

**Provision A-18 Solicitation for Information or Planning Purposes (October 1987)** (A.2.3)

- a. The Postal Service does not intend to award a contract on the basis of this solicitation or to pay for the information solicited.
- b. This solicitation is issued for the purpose of: (*Contracting officer state purpose of solicitation*).

**Provision A-19 Notice of Intent to Award Without Discussions (October 1987)** (A.2.3)

The Postal Service intends to make award on the basis of initial proposals received, without discussions, as permitted by the *Award Without Discussions* provision of this solicitation.

**Provision A-20 Type of Business Organization (December 1989)** (A.2.4)

The offeror, by checking the applicable blocks, represents that it:

- a. Operates as  a corporation incorporated under the laws of the state of \_\_\_\_\_,  an individual,  a partnership,  a joint venture,  a nonprofit organization,  or an educational institution; and
- b. Is a  small business concern,  minority-owned business, woman-owned business,  labor surplus area concern,  educational or other nonprofit organization, or  none of the above entities.
- c. A small business concern for the purposes of Postal Service procurement means a business, including an affiliate, that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.
- d. *Minority-owned Business.* A minority-owned business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian-Pacific Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean, Taiwanese or in the U.S. Trust Territories of the Pacific Islands. Asian-Indian Americans are U.S. citizens whose origins are in the Indian subcontinent.)
- e. *Woman-owned Business.* A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.
- f. *Labor Surplus Area.* A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.
  - (1) Section of concentrated unemployment or underemployment means appropriate sections of states or labor areas so classified by the Secretary of Labor.
  - (2) Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called Area of Substantial and Persistent Unemployment) and is listed

as such by that Department in conjunction with its publication *Area Trends in Employment and Unemployment*.

- (3) Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called Area of Substantial Unemployment) and which is listed as such by that Department in conjunction with its publication *Area Trends in Employment and Unemployment*.
- g. *Labor Surplus Area Concern*. A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.
- h. *Educational or Other Nonprofit Organization*. Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

**Provision A-21 Parent Company and Taxpayer Identification Number (October 1987)** (A.2.4)

- a. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.
- b. Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941.

Offeror's TIN: \_\_\_\_\_

- c. Check this block if the offeror is owned or controlled by a parent company:
- d. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: \_\_\_\_\_

Parent Company's Main Office Address:

No. and Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Parent Company's TIN \_\_\_\_\_

- e. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent \_\_\_\_\_

Common Parent's TIN \_\_\_\_\_

**Provision A-22 Authorized Negotiators (October 1987)** (A.2.4)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Postal Service in connection with this solicitation (*Offeror list names, titles, and telephone numbers of the authorized negotiators*).

**Provision A-23 Place of Performance (October 1987)** (A.2.4)

If the offeror intends, in the performance of any contract resulting from this solicitation, to use one or more facilities located at addresses different from the offeror's address as indicated in this proposal, the offeror must include in its proposal a statement referencing this provision and identifying those facilities by street address, city, country, state, and ZIP Code, and the name and address of the operators of those facilities if other than the offeror.

**Provision 1-1 Certificate of Independent Price Determination (October 1987)** (1.8.1)

- a. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:
  - (1) The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
  - (2) Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
  - (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- b. Each person signing this proposal certifies that:
  - (1) He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
  - (2) He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.
- c. Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

**Provision 1-2 Contingent Fee Representation (October 1987)** (1.9.2)

- a. The offeror must complete the following representations:
  - (1) The offeror  has  has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract.
  - (2) The offeror  has  has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract.
- b. If either representation is in the affirmative, or upon request of the contracting officer, the offeror must furnish, in duplicate, a completed Form 7319, *Contractor's Statement of Contingent or Other Fees*, and any other information requested by the contracting officer. If the offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, it may accompany its proposal with a signed statement:
  - (1) Indicating when the completed form was previously furnished;
  - (2) Identifying the number of the previous solicitation or contract, if any, in connection with which the form was submitted; and
  - (3) Representing that the statement on the form is applicable to this proposal.

**Provision 2-1 Warranty Information (October 1987)** (2.2.4)

Offerors are encouraged to submit information on any standard commercial warranties provided for offered products. The Postal Service will consider these warranties in determining the most advantageous proposal, to the extent provided in the evaluation factors.

**Provision 2-2 Time of Delivery (October 1987)** (2.2.5)

- a. The Postal Service requires delivery to be made according to the delivery schedule specified in section C of the contract Schedule. The Postal Service will evaluate offerors' proposed delivery schedules to determine the proposal most advantageous to the Postal Service. Proposals that propose delivery that will not clearly fall within the required delivery period will be unacceptable. The Postal service reserves the right to award under either the required delivery schedule or the proposed delivery schedule when an offeror proposes an earlier delivery schedule than required. If the offeror proposes no other delivery schedule, the required delivery schedule will apply.
- b. The required delivery schedule may be stated in terms of days after contract award or specific dates. If stated in terms of days after award, the following paragraph c applies.
- c. The *Contract Award* provision of the solicitation provides that a written award or acceptance of proposal mailed or otherwise furnished to the successful offeror results in a binding contract. The Postal Service will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the contracting officer through the ordinary mails. However, the Postal Service will evaluate an offer that proposes delivery based

on the contractor's date of receipt of the contract or notice of award by adding five days for delivery of the award through the ordinary mails. If, as so computed, the offered delivery date is later than the required delivery date, the proposal will be unacceptable.

**Provision 2-3 Evaluation of Options (October 1987) (2.2.8)**

- a. If the Postal Service elects to exercise an option simultaneously with award, proposals will be evaluated for purposes of award on the basis of total price for the basic quantity and the option quantity exercised with award. Otherwise, proposals will be evaluated for purposes of award by adding the total price for all option quantities to the total price for the basic quantity. Evaluation of options does not obligate the Postal Service to exercise the option or options.
- b. Any proposal that is materially unbalanced as to prices for basic and option quantities may be disregarded as unacceptable. An unbalanced proposal is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

**Provision 2-4 Brand Name or Equal (February 1992) (2.3.2)**

- a. One or more items called for by this solicitation have been identified in the Schedule by a brand-name-or-equal product description. Proposals offering equal products will be considered for award if these products are clearly identified and are determined by the Postal Service to contain all of the essential characteristics of the brand-name products referenced in the solicitation.
- b. Unless the offeror clearly indicates in the proposal that the proposal is for an equal product, the proposal will be considered as offering a brand-name product referenced in the solicitation.
- c. If the offeror proposes to furnish an equal product, the brand name and model or catalog number, if any, of the product to be furnished must be inserted in the space provided in the solicitation. The evaluation of proposals and the determination as to equality of the product offered will be based on information furnished by the offeror or identified in the proposal, as well as other information reasonably available to the purchasing activity. The purchasing activity is not responsible for locating or obtaining any information not identified in the proposal and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available, the offeror must furnish as a part of the proposal:
  - (1) All descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the purchasing activity to establish exactly what the offeror proposes to furnish and to determine whether the product offered meets the requirements of the solicitation; or
  - (2) Specific references to information previously furnished or to information otherwise available to the purchasing activity to permit a determination as to equality of the product offered.
- d. If the offeror proposes to modify a product so as to make it conform to the requirements of the solicitation, the offeror must:
  - (1) Include in the proposal a clear description of the proposed modifications; and
  - (2) Clearly mark any descriptive material to show the proposed modifications.

**Provision 5-1 Type of Contract (October 1987)** (5.1.2)

The Postal Service plans to award a \_\_\_\_\_ type of contract under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types  will  will not be considered.

**Provision 7-1 Proposal Guarantee (June 1988)** (7.1.2)

- a. Offerors must furnish a proposal guarantee in the form of a proposal bond, a postal money order, a certified or cashier's check, an irrevocable letter of credit, or United States bonds or notes with a maturity of less than five years.
- b. The required amount of the proposal guarantee is set forth in the Schedule.
- c. The contracting officer will return proposal guarantees, other than proposal bonds:
  - (1) To unsuccessful offerors as soon as possible after an award decision is made; and
  - (2) To the successful offeror after it signs the contract and submits acceptable bonds required under the contract.
- d. If the successful offeror fails to sign the contract or submit the required bonds within the time specified by the contracting officer, the contract may be terminated for default.
- e. If the contract is terminated for default, the offeror is liable for any cost of acquiring the work in excess of its proposed price, and the guarantee is available to offset the difference. However, the guarantee is not an exclusive remedy.

**Provision 7-2 Performance Bond Requirements (October 1987)** (7.1.3)

- a. Any offeror awarded a contract as a result of this solicitation will be required to submit a performance bond in a penal amount equal to 100 percent of the contract price, within the time specified by the contracting officer.
- b. The bond must be executed on the Postal Service forms attached to this solicitation, and sureties must be acceptable to the Postal Service. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.
- c. Failure to submit an acceptable bond may be cause for termination of the contract for default.

**Provision 7-3 Payment Bond Requirements (October 1987)** (7.1.4)

- a. Any offeror awarded a contract as a result of this solicitation will be required to submit a payment bond in the penal amount set forth in the Schedule, within the time required by the contracting officer.
- b. The bond must be executed on the Postal Service forms attached to this solicitation, and sureties must be acceptable to the Postal Service. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

- c. Failure to submit an acceptable bond may be cause for termination of the contract for default.

**Provision 7-4 Fidelity Bond Requirements (October 1987)** (7.1.6)

Any offeror awarded a contract as a result of this solicitation will be required to submit a fidelity bond in the penal amount set forth in the Schedule, in a form acceptable to and within the time specified by the contracting officer. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list. Failure to submit an acceptable bond may be cause for termination of the contract for default.

**Provision 7-5 Deposit of Assets Requirements (October 1987)** (7.1.10)

- a. Except for payment bonds required for construction contracts, any offeror required to submit a surety bond as a result of this solicitation may instead deposit assets in a form acceptable to the Postal Service in an amount set forth in the Schedule.
- b. When assets are deposited, the offeror must execute the Postal Service bond form made a part of this solicitation. Failure to deposit assets acceptable to the Postal Service may be cause for termination of the contract for default.

**Provision 8-1 Demonstrability (October 1987)** (8.3.3)

- a. At the sole discretion of the Postal Service and before award of the contract, the Postal Service, upon notification by the contracting officer, may request a test demonstration to validate the technical acceptability of the offeror's proposal. The intent of the Postal Service in any test demonstration is to conduct a test of any or all products proposed by the offeror no less than 40 calendar days after receipt of the offeror's proposal and within seven working days after the contracting officer's written notification, at a mutually agreeable site approved by the Postal Service.
- b. The demonstration serves the sole purpose of validating/confirming the offeror's proposal and will not result in any additional revisions to that proposal, nor be construed to be an opportunity to revise.
- c. While the Postal Service intends to conduct the demonstration only with the responsible offeror selected for this procurement, the Postal Service reserves the right to request test demonstrations from any or all offerors in the competitive range. The demonstration will be conducted on a pass/fail basis. If the demonstration does not validate the offeror's proposal on the initial observation, the offeror will be afforded a second opportunity to correct the test deficiencies. Within ten calendar days after notification of the unsatisfactory results, the offeror must conduct the second demonstration. If the offeror elects to substitute a product in any second demonstration, this product must be offered to the Postal Service at the same price (or a lower price), and be certified as functionally equivalent. If the offeror fails the second demonstration, the offeror will be unacceptable for after completion of the demonstration whether it was satisfactory or unsatisfactory.

- d. The Postal Service reserves the right to proceed with a demonstration by the next-ranked offeror if such demonstration has not already been accomplished. The same terms and conditions would apply to this offeror.

**Provision 8-2 Functional Demonstration (October 1987)** (8.3.3)

- a. The Postal Service may request functional demonstrations of some or all products proposed by an offeror during the technical evaluation process when Postal Service questions about specific products or families of products could be resolved more effectively through direct contact with the offeror and the proposed product.
- b. The Postal Service will provide the offeror with a list of products, software, or both, that will be required for the demonstration. The purpose of this request is to obtain operational information, and the requirements may be satisfied by visiting an operational site and/or development center. Such functional demonstrations may be held at a site selected by the offeror, subject to approval of the contracting officer. The Postal Service will request that the demonstration be held not less than five, but no more than ten working days following the date of the request.
- c. The offeror will not earn technical points as a result of the functional demonstration.

**Provision 8-3 System Integrity (January 1991)** (8.3.3)

To ensure the integrity of the Postal Service's computer operating systems, third-party software vendors must provide either a statement certifying that their product, when properly installed, will not compromise or otherwise degrade the integrity of the operating system; or provide the software source code.

**Provision 9-1 Alternate Intellectual Property Rights Proposals (December 1992)** (9.2.2)

- a. The Postal service intends to award a contract that may provide for Postal Service acquisition of one or more of the following:
  - (1) Title to any patents resulting from contract performance.
  - (2) Unlimited rights in certain data (technical data and computer software) delivered to the Postal Service during contract performance.
  - (3) Use and disclosure rights in data that may be copyrighted or may embody trade secrets or confidential commercial or financial information.
- b. Offeror may propose alternate intellectual property rights arrangements (including licensing arrangements for commercial exploitation of intellectual property developed under the contract); provided (i) the arrangements apply only to intellectual property developed solely at contractor private expense and not first produced in performance of this requirement, (ii) such arrangements are necessary to protect the offeror's trade secrets and commercial market competitiveness, and (iii) the Postal Service, including its support service contractors and their subcontractors, subject to the same disclosure restrictions as the Postal Service, will have the right to utilize such intellectual property for its internal purposes. The following must be included in any alternate proposal.

- (1) Suggested allocation of rights between the parties.
  - (2) Description of benefits (including royalties to the Postal Service) to each party if the alternate is selected.
  - (3) Costs to each party if alternate is selected (including royalties not collected by the Postal Service).
  - (4) Supporting documentation for calculating benefits and costs.
  - (5) A statement indicating willingness to accept the standard clauses (Patent Rights, Rights in Technical Data, and Rights in Computer Software) if the alternate is rejected.
- c. The contracting officer will consider alternate intellectual property rights proposals in determining which offeror’s proposal is most favorable to the Postal Service, in accordance with the solicitation’s evaluation and award section.

**Provision 9-2 Representation of Rights in Data (October 1987) (9.3.4)**

- a. By completion of the representation below, the offeror must identify in its proposal the data (including subcontractor-furnished data) it intends to identify as “limited rights data” or “restricted computer software,” or that it does not intend to provide as required. Any identification of limited rights data or restricted rights computer software is not derminative of the status of such data, should a contract be awarded to the offeror.

Representation Concerning Data Rights

Offeror has reviewed the requirements for the delivery of technical data or computer software and states (*Offeror check appropriate block*):

- None of the data proposed for fulfilling the requirements qualifies as limited rights data or restricted computer software.
- Data proposed for fulfilling the requirements qualify as limited rights data or restricted computer software and are identified as follows:

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- b. “Limited rights data” and “restricted computer software” are defined in the contract clauses entitled *Rights in Technical Data and Rights in Computer Software*.

**Provision 9-3 Use of Limited Rights Data for Procurement of Repair Parts (October 1987) (9.3.2)**

The Postal Service has determined that it may use competitive procedures to procure repair parts and assemblies for the equipment or supply items being developed or manufactured under this contract. The *Rights in Technical Data* clause in this solicitation has therefore been modified to provide that limited

rights data furnished under any contract resulting from this solicitation may be used for the purpose of competitive procurement.

**Provision 9-4 Royalty Report (October 1987)** (9.3.9)

Offerors must include in their proposals a report of any patent royalties or license fees that they expect to pay in connection with performance of any contract resulting from this solicitation. The report must include the following:

- a. Identification of patent, license agreement, and so forth.
- b. Reason for payment of royalty or license fee.
- c. Payee and amount payable.
- d. Rights obtained.

**Provision 10-1 Notice of Small, Minority-owned and Woman-owned Business Subcontracting Requirements (February 1992)** (10.1.5)

All offerors except small businesses must submit with their proposals the subcontracting plan required by the clause entitled *Small, Minority-owned and Woman-owned Business Subcontracting Requirements*.

**Provision 10-2 Regular Dealer/Manufacturer Representation (October 1987)** (10.2.5)

By checking the applicable block, the offeror represents that it is a  regular dealer in,  manufacturer of, the supplies offered.

**Provision 10-3 Certification of Nonsegregated Facilities (October 1987)** (10.2.7)

- a. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the *Equal Opportunity* clause in this contract.
- b. As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
- c. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the *Equal Opportunity* clause; that it will retain these certifications in its files; and that it will

forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):

**NOTICE**

A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the *Equal Opportunity* clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

**Provision 10-4 Equal Opportunity Affirmative Action Program (April 1989)** (10.2.7)

The offeror, by checking the applicable block or blocks, represents that it (1)  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) and  has,  has not filed the required reports with the Joint Reporting Committee, or (2)  has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

**Provision 10-5 Preaward Equal Opportunity Compliance Review (April 1989)** (10.2.7)

If the contract award will be \$1,000,000 or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$1,000,000 or more will be subject to a preaward compliance review. In order to qualify for award, the prospective contractor and first-tier subcontractors must be found in compliance pursuant to 41 CFR 60-1.20.

**Provision 10-6 Notice of Requirements for Equal Opportunity Affirmative Action (October 1987)** (10.2.7)

- a. The offeror's attention is called to the *Equal Opportunity* clause and the *Affirmative Action Compliance Requirements for Construction* clause.
- b. The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 

Goals for minority participation for each trade  
(Contracting officer insert goals.)

Goals for female participation for each trade  
(Contracting officer insert goals.)
- c. These goals apply to all the contractor's construction work performed in the covered area. If the contractor performs construction work in a geographical area located outside the covered area, the contractor must apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices

may be obtained from the Office of Federal Contract Compliance Programs (OFCCP).

- d. The contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 must be based on (1) its implementation of the *Equal Opportunity* clause, (2) specific affirmative action obligations required by the *Affirmative Action Compliance Requirements for Construction* clause, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The contractor must make a good-faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor, or from project to project, for the sole purpose of meeting the contractor's goals will be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- e. The contractor must provide written notification to the Director, OFCCP, within ten working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification must list the:
  - (1) Name, address, telephone number, and employer's identification number of the subcontractor;
  - (2) Estimated dollar amount of the subcontract;
  - (3) Estimated starting and completion dates of the subcontract; and
  - (4) Geographical area in which the subcontract is to be performed.
- f. As used in this notice, and in any contract resulting from this solicitation, the covered area is (*Contracting officer insert description of the geographical area where the contract is to be performed, giving the state, county, and city*).

**Provision 10-7 Buy American Certificate — Supplies (October 1987) (10.3.2)**

The offeror certifies that each end product, except those listed below, is a domestic-source end product (as defined in the *Preference for Domestic Supplies* clause) and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States. Excluded end products (*Offeror show country of origin for each excluded end product*):

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**Provision 10-8 Buy American Certificate — Construction Materials (October 1987) (10.3.3)**

The offeror certifies that only domestic construction materials (as defined in the *Preference for Domestic Construction Materials* clause) will be used in

the performance of this contract, except for foreign construction materials listed below:

<u>Material</u>	<u>Quality</u>	<u>Estimated Cost</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Provision 10-9 Clean Air and Water Certification (October 1987) (10.4.2)**

- a. This certification applies only if (1) the offer exceeds \$100,000, (2) the offer is for an indefinite quantity and indicates that orders for estimating quantities will exceed \$100,000 in any year, (3) a facility to be used is listed on the EPA List of Violating Facilities because of a criminal conviction, or (4) the contract is not otherwise exempt.
- b. The offeror (1) certifies, by checking the applicable box, that any facility to be utilized in the performance of the proposed contract  is,  is not, listed on the Environmental Protection Agency List of Violating Facilities as of the date of this proposal, and (2) agrees to notify the contracting officer promptly if any communication is received from the Environmental Protection Agency before contract award indicating that any such facility is under consideration for inclusion on the List.